

## 1. DEFINITIONS

- A. The company 'Gazelle Sailing Ltd' shall be referred to as 'GSL'.
- B. The term 'Charterer' shall include where appropriate, all or any crew and any other person from time to time on board the vessel, for those acts or omissions the Charterer shall also be liable.
- C. The booking form and charter agreement once signed by both parties becomes binding on acknowledgement of receipt of the charter deposit by GSL.

## 2. CHARTER PERIOD

- A. The charter shall commence at the time on the Commencement Date and end at the time on the Return Date shown on the booking form and charter agreement, but these conditions will remain in force until the vessel has been handed back in a condition satisfactory to GSL.
- B. In the event of the vessel not being available on the Commencement Date, GSL will endeavour to procure a reasonable alternative vessel.
- C. GSL will refund the daily Charter Fee for each whole day of delay caused through the non-availability of the vessel. After two days the Charterer may cancel the booking and GSL will refund the whole Charter Fee and Security Deposit. GSL accepts no liability for any expenses incurred by or inconvenience caused to the Charterer as a result of such cancellation and the Charterer accepts that this provision is reasonable in all the circumstances.
- D. Where the Charterer indicates a requirement for a professional skipper, the GSL shall provide a suitably qualified and experienced skipper and where appropriate crew. The skipper shall comply with all reasonable instructions from the Charterer regarding the operation and movement of the vessel during the Charter Period.
- E. Notwithstanding Clause 2D above the skipper shall have absolute authority with regard to the safety and navigation of the vessel during the Charter Period and the skipper shall not be bound to follow the Charterer's instructions if, in the opinion of the skipper, such instructions would place the Vessel or those on it in danger, result in the Charterer failing to re-deliver the Vessel or the Expiry of the Charter Period and/or cause a breach of any of the conditions in this Agreement.
- F. Where a skipper has been provided pursuant to Clause 2D, to ensure that he and all his party provide the skipper with such assistance as the skipper shall from time to time request in the handling of the Vessel, such assistance to include but not be limited to watch keeping, sail handling, sail rimming, helming and galley and cleaning duties, and shall comply promptly with such instructions given by the skipper at any time.
- G. GSL shall have the right to restrict the Cruising Limits of the Charterer in the light of the experience of the Charterer and the members of his party, and/or the actual or anticipated weather conditions.
- H. The Charterer shall return the vessel to the home port specified on the booking form on the Return Date at the stated time free from indebtedness and clear of all personal effects. For each day or part of a day that the vessel is not in the possession of GSL the Charterer shall pay the daily Charter Fee and the amount of all losses, direct and consequential, suffered by GSL and its administrative costs and expenses arising from the Charterer failing to return the vessel on the Return Date. **The Charterer shall immediately inform GSL** if it becomes apparent that the Charterer is unable to return the vessel to the home port by the

Return Date but such notification shall not affect the Charterer's liability for failing to return the vessel. GSL may waive all or part of any extra charter fees if GSL accepts there is good reason why the vessel has not been returned on the Return Date.

## 3. CANCELLATION

- A. Any cancellation made by the Charterer (for whatever reason) shall be in writing to: The Charter Manager, 31 Long Reach, West Horsley, Surrey, KT24 6LZ. The effective date of cancellation is when written notification is received.
- B. The Charterer is liable for the full charter fee on our acceptance of the booking. In the event of cancellation less than 60 days prior to the charter there will be no refund of charter fees. We strongly recommend that cancellation insurance be taken out at the time of booking.
- C. In the unlikely event of us having to cancel the charter for any reason, your attention is drawn to the conditions in Sections 2 B and 2C.

## 4. PAYMENT

- A. If over 21 days from commencement of charter, a deposit of 25% is required (full pre-payment is acceptable) when returning the completed and signed booking form and charter agreement.
- B. If the charter is secured by deposit, the full balance is required 21 days prior to the charter commencement. If the Charterer fails to pay the full balance, GSL may treat the booking as cancelled and endeavour to charter the vessel to another person. The Charterer shall without prejudice to any other right or remedy of GSL under these circumstances forfeit the whole of their deposit.
- C. If the Charterer wishes to cancel their charter this must be done in writing and will be effective from the date which it is received in GSL. The Charterer is liable for the full fee unless cancelled in writing more than six weeks before the charter, in which case only the deposit payment is forfeit. If full fee is forfeit any Security Deposit paid will be refunded.
- D. GSL reserves the right to cancel the booking at any time and will refund to the Charterer all sums already paid.

## 5. SECURITY DEPOSIT

- A. The Charterer shall pay the Security Deposit as stated on the booking form and charter agreement to GSL by cheque not less than 14 days prior to the Commencement Date of the charter. This Security Deposit is for security against the vessel being returned in a condition other than its condition on the Commencement Date and against any losses or damage that may have occurred during the charter period which is the responsibility of the Charterer and against any loss or damage suffered by GSL due to any breach of this agreement by the Charterer. This Security Deposit is without prejudice to any claim over and above the Security, which GSL may have.
- B. The Security Deposit or any balance remaining shall be returned to the Charterer within 14 days after the redelivery of the vessel to GSL.

## 6. ACCEPTANCE AND RETURN OF VESSEL

- A. The Charterer shall be given the opportunity for a period of no more than two hours after the time on the Commencement Date shown on the booking form to inspect the vessel, its equipment and check and sign the inventory. After such a period

it shall be deemed that the Charterer has accepted the vessel and is satisfied with its condition and inventory.

B. GSL may accompany the Charterer on the vessel for a trial of such duration as it deems necessary prior to allowing the Charterer to take possession on the Commencement Date. GSL reserves the right in its sole discretion not to hand over the vessel if after such a trial it is the opinion of GSL that the Charterer is not, or may not be competent to be in charge of the vessel.

C. Upon return of the vessel the Charterer shall hand the vessel over to an authorised member of the GSL staff, leave it clean and substantially in the same condition it was in on the Commencement Date. GSL reserves the right to charge up to £50 out of the Security Deposit for cleaning the vessel if it is not returned in a satisfactory condition. The authorised staff member will sign for the vessel's inventory but cannot accept that the vessel is free from defects that may not be immediately apparent.

D. Any damage or defects must be reported to GSL authorised staff and detailed in the handover paperwork.

E. In the event of any disagreement over damage or losses, the matter will be referred to a senior member of the GSL staff. If agreement cannot then be reached an independent arbitrator will then be appointed, with the costs of such arbitration to be shared equally between GSL and the Charterer.

## 7. CHARTERER'S OBLIGATIONS

The Charterer hereby agrees:

A. That he and his crew have the necessary experience and competence to handle the vessel safely.

B. That the details supplied by him on the booking form and charter agreement are accurate, complete and not misleading.

C. Not to take the vessel outside the cruising area specified in the booking form and charter agreement.

D. Not to use the vessel for racing without the prior written consent of GSL and payment of the additional racing premium.

E. Not to carry animals, plants or other restricted items.

F. Not to carry any crew other than those specified in the booking form and charter agreement.

G. To secure all equipment on board at all times, including the vessel's inflatable dinghy.

H. Not to leave the vessel unattended at any time whilst at anchor.

I. To ensure that the vessel is securely locked and immobilised whilst in port and that all loose deck equipment is stowed below.

J. In the event of the vessel being involved in a collision with a third party that results in damage occurring, not to admit any liability to any person and to record the incident promptly and fully, including the name of the other vessel, skipper, yacht type, position, date, time, estimated speeds, wind strength and direction, tide direction and speed, depth of water and details of witnesses.

K. To report as soon as practicably possible to GSL any mechanical failure, not to commence repair work without the consent of GSL and to use every endeavour to minimise any damage without endangering the lives of the crew or the vessel.

L. To pay all running expenses including harbour and port dues, pilotage fees, fuel and gas.

M. Not to do or omit to do any action or thing whereby the

vessel may become liable to arrest or detainment.

N. Without prejudice to P. below not to take the vessel out in dangerously bad weather even if this may lead to the vessel not being returned on the Return Date. GSL reserves the right to instruct the Charterer not to take the vessel out if GSL considers the weather conditions to be dangerous.

O. In the event of severe weather conditions being forecast for the duration of the charter period, we reserve the right to reschedule the charter. We will reschedule the charter within three months of the original booking. No refund will be given should severe weather occur and no refund will be given should the rescheduled charter take place during a less expensive charter period. We reserve the right to restrict the permitted cruising area should severe weather be forecast. In the event of severe weather occurring once the charter period has commenced the Charterer remains responsible for the vessel at all times but must contact GSL to discuss the situation.

P. To pay GSL any insurance excess out of the Security Deposit and not to do or omit to do any act or thing, which may render void or voidable the insurance policy, referred to in 7C below.

Q. Not to bring on board any restricted or illegal goods whatsoever, such as drugs, firearms or explosives.

R. To sail the vessel using skill, judgement, common sense and requirements of good seamanship, bearing in mind the necessity to return the vessel on the Return Date.

S. To maintain the accurate ships log as required by law.

T. To comply at all times with all applicable laws, bye laws and regulations relating in any way to the Charterer, the vessel and its equipment and with all orders and directions given or made by any person with any authority in that behalf.

## 8. RESPONSIBILITIES OF GAZELLE SAILING LIMITED

GSL hereby agrees as follows:

A. To deliver the vessel to the Charterer at the Home Port shown on the booking form and charter agreement in a good and seaworthy condition complete with all items listed in the vessel's inventory. For the avoidance of doubt GSL does not warrant that the vessel is fit to sail in dangerously bad weather conditions. GSL relies on the skill, judgement and common sense of the Charterer in deciding where to sail within the cruising area and in what weather conditions bearing in mind the ability of the crew and the Return Date.

B. To refund to the Charterer any reasonable expenses properly incurred during the charter period by the Charterer replacing any item of equipment attached to the vessel or its inventory which breaks (other than through the Charterer's crew's fault) or becomes faulty through fair wear and tear.

C. To insure and keep insured the vessel against fire and all usual marine risks, collision risks and including third party risks to such an extent as GSL in its absolute discretion shall deem appropriate. A copy of such an insurance policy is available for inspection at the Home Port. In the event of any claim the excess on such insurance policy shall be payable by the Charterer but subject to 6N above shall not exceed the Security Deposit. Such insurance policy does not cover injury to or loss of life or damage to or loss of property of any person on board, against which the Charterer must insure prior to the Commencement Date. Advice about such insurance is available from GSL on request. Any other uninsured damage or losses on board the vessel shall be paid by the Charterer, if necessary out of the Security Deposit. The return of Security Deposit or the balance thereof after the end of the

charter period shall not be taken to imply that the Charterer has no further liability to pay any sums to GSL in the absence of a written statement to that effect from a director of GSL.

## 9. LIABILITIES

Subject to the terms of the Unfair Contract Terms Act 1977 and save to the extent that such liability may not be lawfully excluded or qualified by reference to a contract term or otherwise in no circumstances whatsoever does GSL accept any liability for any damage, loss, cost, claims or expenses howsoever caused other than death or personal injury caused by the negligence of GSL or its employees.

## 10. TERMINATION AND REPOSSESSION

In the event of it coming to the attention of GSL that the Charterer is in, or may commit a breach of any of these conditions, GSL may forthwith terminate this agreement and take whatever steps are necessary to take possession of the vessel wherever it may be. Such termination and the taking of possession shall be without prejudice to any rights and remedies, which may have accrued to GSL prior to the date of or by reason of such breach.

## 11. FORCE MAJEURE

Neither party shall be liable if prevented from fulfilling any of his obligations by an incidence of force majeure, including an Act of God, strikes, lock-out, act of Government or authority or any other occurrence where similar or dissimilar wholly beyond his control.

## 12. GENERAL

- A. The Charterer shall not be entitled in any circumstances whatsoever to assign the benefits of this Agreement to any third party and shall remain liable notwithstanding any purported assignment made by him.
- B. No action taken by GSL or any failure to act, or time allowed to the Charterer or any failure by GSL to insist upon and enforce its strict legal rights shall constitute a waiver of any of the provisions of this agreement which shall remain in full force and effect.
- C. Where GSL supply a skipper and host only the normal working hours are 9am to 5pm. Additional hours or part hours thereof will be charged at the current hourly rate.
- D. To observe all regulations of Customs, Harbour or other Authorities.
- E. Not to allow any animals on board the Vessel without written consent of GSL.

## 13. LAW

This agreement shall be construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.